IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

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| JANIE JONES<br><br>Plaintiff,<br><br>v.<br><br>GLOBAL PINNACLE CARE GA, INC.<br><br>Defendant. | :<br>:<br>:<br>:<br>:<br>:<br>:<br>:<br>: | CIVIL ACTION<br><br>NO. 1:13-CV-3300-ECS |

**O R D E R**

This matter is before the Court on the parties' Joint Motion to Approve Settlement Agreement and Dismiss Claims. [Doc. 28]. For the reasons herein, the motion is **GRANTED**.

In Count I of her Complaint for Damages, Plaintiff alleges a claim against Defendant for unpaid overtime wages pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. ("FLSA"). The parties have informed the Court that, after the voluntary production of documents related to this claim and negotiations through their attorneys, they have reached a settlement of this claim. Pursuant to Lynn's Food Stores v. United States, 679 F.2d 1350, 1352-53 (11th Cir. 1982), however, the Court is required to review the parties' settlement agreement.

In conducting this review, a district court must "scrutiniz[e] the settlement for fairness," and determine whether the settlement is a "fair and reasonable resolution of a bona fide dispute over

FLSA provisions." Id. at 352-53. A settlement entered into in an adversarial context where both sides are represented by counsel throughout the litigation "is more likely to reflect a reasonable compromise of disputed issues." Id. The district court may approve the settlement in order to promote the policy of encouraging settlement of litigation. Id. at 1354.

Here, the parties acknowledge there is a bona fide dispute regarding Plaintiff's claim under the FLSA. However, the parties represent that they have been able to reach a settlement agreement with respect to this claim, and the Plaintiff acknowledges that the amounts that are to be paid to her under the settlement agreement fairly and fully compensate her for all overtime and other wages allegedly owed to her by the Defendant, as well as for her attorney's fees incurred in connection with her FLSA claims. In exchange for these payments, Plaintiff has agreed to a release of claims under the FLSA or otherwise for alleged unpaid overtime or other wages, and to dismiss Count I of her Complaint for Damages with prejudice.

The Court has reviewed the settlement agreement executed by the parties and, based on the contents therein and the representations of the parties, finds that the compromise reached is a fair and reasonable resolution of the dispute.

Therefore, it is **ORDERED AND ADJUDGED** that the parties' Joint

Motion to Approve Settlement Agreement and Dismiss Claims is **GRANTED**, that the Court **APPROVES** the settlement agreement between the parties, and that Count I of Plaintiff's Complaint for Damages, and any associated claim for unpaid overtime or other wages under the FLSA or otherwise, is hereby **DISMISSED WITH PREJUDICE.**

**SO ORDERED**, this 14th day of July, 2014.

*s/ E. Clayton Scofield III*
E. CLAYTON SCOFIELD III
UNITED STATES MAGISTRATE JUDGE